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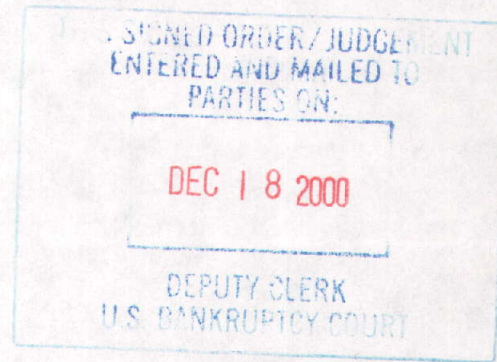
DIVISION OF
OIL, GAS AND MINING

m/021/008

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In re:

GENEVA STEEL COMPANY,

Debtor and Debtor-in-Possession.

Tax ID #93-0942346

Bankruptcy No. 99C-21130

Chapter 11

ORDER APPROVING DEBTOR'S ASSUMPTION OF CERTAIN EXECUTORY
CONTRACTS BETWEEN THE DEBTOR AND OTHER PARTIES

The first, second, and third omnibus motions (the "Omnibus Assumption Motions") of 0007

Geneva Steel Company ("Geneva" or the "Debtor") dated, respectively, October 25, 2000,

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November 15, 2000, and November 21, 2000 (1) to assume (and, in some cases, to amend or modify) certain executory contracts between the Debtor and other parties pursuant to 11 U.S.C. § 365, (2) for approval, with respect to certain agreements, of agreed-upon cure of defaults and/or compromise of claims as well as notices of hearing associated with the Omnibus Assumption Motions and of the right to object to the Omnibus Assumption Motions were served by Geneva on parties listed on the then-current Master Service List # 19 filed October 20, 2000 and on parties whose contracts and leases with Geneva are to be assumed under the Omnibus Assumption Motions. No objections to the Omnibus Assumption Motions were timely filed. The Debtor withdraws its request to assume its agreement listed in the Second Omnibus Assumption Motion with COVOL Technologies Inc. on the basis that the parties do not believe that that agreement is executory. The Debtor added to the Third Omnibus Assumption Motion by supplemental pleading its request to assume its agreement with Southern Fabricators Inc. The Court, having found that notice given of the Omnibus Assumption Motions is sufficient, having considered the Omnibus Assumption Motions, noting that no objections have been filed to the Omnibus Assumption Motions, and good cause appearing therefor, hereby

ORDERS:

1. The Omnibus Assumption Motions are approved pursuant to 11 U.S.C. §§ 105(a) and 365, and Fed. R. Bankr. P. 9019(a).
2. The Court hereby approves the Debtor's assumption, pursuant to the Omnibus Assumption Motions, of the following contracts and leases (the "Agreements") with parties (in certain cases as modified or amended) as set forth below. As to those Agreements under

which there are existing defaults, the Court approves the Debtor's cure of defaults, including agreed-to discounted cure of defaults.

a. Agreements listed in the First Omnibus Assumption Motion:

- i. ARI Technologies Inc. ("ARI"). LO-CAT(R) Licensing Agreement dated April 16, 1990 and continuing until the expiration of LO-CAT patents, under which ARI grants to Geneva a license to construct and operate a LO-CAT unit utilizing a process for the absorption and oxidation of hydrogen sulfide. No cure is required.
- ii. Alta/Steelco LLC (assignee of Alta Metal Processing LLC) ("Alta/Steelco"). Coil Splitting Agreement dated November 26, 1996 and continuing until 2004 between Alta Steelco and Geneva and Lease dated November 26, 1996 and continuing until 2003 with Geneva as lessor and Alta Steelco as lessee. No cure is required.
- iii. Arnold Machinery Co. ("Arnold Machinery"). Leases dated September 1, 1998 and continuing until August 31, 2003 under which Geneva leases Hyster Lift trucks. No cure is required.
- iv. BS&B Engineering Co., Inc. ("BS&B"). Grant by BS&B dated March 1, 1990 and continuing of a non-exclusive right in favor of Geneva to engineer, manufacture, construct, and operate the plant utilizing the Sulfiban™ process and a continuing license to use the Sulfiban™ process. No cure is required.

v. Bethlehem Steel Corp. ("Bethlehem Steel"). Patent and Technical Information License Agreement dated July 25, 1991 and continuing under which Bethlehem Steel grants to Geneva a license to use its method for cooling naphthalene-bearing waters and gas streams (limited to Geneva's by-products plant in Vineyard, Utah). No cure is required.

vi. Canyon View Development ("Canyon View"). Pipeline Relocation Agreement dated June 10, 1998 and continuing in perpetuity under which Canyon View relocated certain pipelines. The work was completed but there are continuing rights under the agreement. No cure is required.

vii. Davy Songer Inc. ("DSI"). Agreement between Geneva and DSI dated January 1996 for the reline of Blast Furnace No. 1. The work was completed in late 1996 but there are continuing rights under the agreement. No cure is required.

viii. ENSR Corporation ("ENSR"). License and Trademark Agreement dated December 6, 1988 and continuing under which ENSR grants to Geneva licenses and trademarks of ENSR to utilize technology relating to Geneva's biological treatment of aqueous waste for the nitrification and denitrification of such waste. No cure is required.

ix. Family First Credit Union ("Family First"). Lease dated December 29, 1989 and continuing until December 29, 2004 under which Geneva leases .37 acres of real property located at 1600 West Center Street, Vineyard, Utah to Family First. No cure is required.

x. General Electric Company ("GE"). Agreement between GE and Geneva dated December 12, 1993 under which GE agrees to develop and perform the engineering, shipment, and delivery of electric equipment and materials for a hot strip mill at Geneva's plan. The work was completed but there are continuing rights under the agreement. No cure is required.

xi. GE Capital Modular Space ("GE Modular"). Lease dated October 6, 1998 and continuing until October 5, 2001 for a modular trailer used for office space. No cure is required.

xii. Inductotherm Corp. ("Inductotherm"). Agreement dated January 27, 1995 in which Inductotherm agreed to design, manufacture, and deliver an induction heating system to improve production. The work was completed but there are continuing rights under the agreement. No cure is required.

xiii. Klockner Contracting & Technologies GmbH ("KCT"). License Agreement dated November 25, 1989 and continuing until November 24, 2007 under which Klockner grants Geneva use of the K-OBM Process to install and operate two Republic Q-BOP vessels and produce steel therefrom. No cure is required.

xiv. Kuttner GHW ("Kuttner"). Agreement dated January 25, 1997 in which Kuttner agreed to refurbish, modify, and bring to operational status Geneva's cupola as a plasma-fired ironmaking facility. The work was

completed but there are continuing rights under the agreement. No cure is required.

xv. Kvaerner Songer Inc. ("Kvaerner"). Agreement dated July 21, 1997 under which Kvaerner repaired and refurbished Blast Furnace No. 2. The work was completed earlier but there are continuing rights under the agreement. No cure is required.

xvi. Layton Construction Co., Inc. ("Layton Construction"). Agreement dated February 9, 1995, under which Layton Construction agreed to dismantle, transport, refurbish, and modify a cupola facility purchased by Geneva as a plasma-fire cupola ironmaking facility at Geneva's plant. The work was completed but there are continuing rights under the agreement. No cure is required.

xvii. Lone Pine Company ("Lone Pine"). Lease on mining property dated May 27, 1958 and continuing to March 26, 2033 under which Geneva, as lessee, leases certain mining property from Lone Pine. No cure is required.

xviii. Mannesmann Demag Corp., now known as SMS Demag ("Mannesmann Demag"). Agreement dated December 1, 1993 and continuing under which Mannesmann Demag is to modernize the 132" hot strip mill and Geneva's plant. Geneva believes no cure is required because any claims which could be asserted against Geneva by Mannesmann Demag (which are estimated in the amount of \$275,347) will be offset by claims of Geneva against Mannesmann Demag. Mannesmann Demag may dispute this position. This Order does not

affect the respective rights of the parties under the agreement and does not resolve the disputes over respective amounts owed and owing by each.

xix. Marathon Ashland Petroleum LLC ("Marathon Ashland"). Agreement between Geneva and Marathon Ashland dated January 1, 1998 and continuing to December 31, 2001 (and continuing thereafter in annual extensions) under which Marathon Ashland purchases from Geneva crude light oil. No cure is required.

xx. McCahill Trust ("McCahill"). Easement Agreement under which Geneva, as lessee, leases from McCahill a railroad and power line right of way in the Comstock mine area of Iron County. No cure is required.

xxi. Mellon US Leasing ("Mellon"). Leases with terms from August 26, 1994 until August 25, 2001 on a transformer, May 1, 1996 until April 30, 2001 for eleven pieces of mobile equipment, including Skytrack forklifts, trucks, and cranes, May 1, 1996 until April 30, 2001 for four pieces of mobile equipment including a crane, a bulldozer, a loader, and a forklift. Lease under which Mellon has transferred its rights as lessor to TransAmerica. This lease has a term from March 25, 1997 until March 24, 2002 for an integral tool carrier. No cure is required under any of these leases.

xxii. Metropolitan Water Districts of Provo and Orem ("Water Districts"). Water Sales Agreement dated May 1, 1990 and continuing until December 31, 2002, and a subsequent Extension of Water Agreement under

which Geneva has a standby source of water for use at its plant. No cure is required.

xxiii. Matt Mollner ("Mollner"). An Agreement dated October 18, 1994 and continuing month to month between Geneva and Mollner under which Geneva is permitted to operate an ambient air monitoring station on Mollner's property. No cure is required.

xxiv. Dr. John R. Moreton ("Moreton"). Lease on mining property dated November 27, 1961 and continuing to November 26, 2036 under which Geneva, as lessee, leases certain mining property from Moreton. No cure is required.

xxv. Petroleum Processors, Inc. ("PPI"). Agreement dated March 2, 1990 and continuing until terminated between Geneva and PPI, as amended, regarding Waste Oil Recovery, Recycled Waste Oil Sales, and Light Oil Distillate Sales and Lease Agreement dated February 2, 1990 under which Geneva, as lessor, leases property on the west side of its plant to PPI for petroleum recycling operations. No cure is required.

xxvi. Pioneer Steel & Tube Corp. ("Pioneer Steel"). Lease Agreement dated February 1, 1998 and continuing to February 28, 2005 under which Geneva, as lessor, leases property to Pioneer Steel for its operations. No cure is required.

xxvii. Pitney Bowes. Leases between Geneva and Pitney Bowes under which Geneva, as lessee, leases certain office equipment. No cure is required.

xxviii. Questar/Mountain Fuel Supply Co. ("Questar"). Agreement dated June 30, 1994 and continuing thereafter between Geneva and Questar for access to the Electronic Bulletin Board. No cure is required.

xxix. Reilly Industries Inc. ("Reilly"). Agreement dated January 1, 1997 and continuing until December 31, 2001 under which Reilly purchases all of the coke oven coal tar produced from Geneva's existing coke plant. No cure is required.

xxx. Standard Insurance Company. Group long term disability insurance policy effective September 1, 1997. No cure is required.

xxxi. Stelco Technical Services Ltd. ("Stelco"). Coilbox License Agreement dated August 23, 1989 and continuing until the expiration of the last patent under which Stelco grants Geneva use of the K-OBM Process to install and operate two Republic Q-BOP vessels and produce steel therefrom. No cure is required.

xxxii. Utah Department of Natural Resources, Division of Oil, Gas & Mining ("Utah Dept. of Natural Resources"). Reclamation Contract (M/021/008) dated May 20, 1998 and continuing until 2003 between the Utah Dept. of Natural Resources regarding a "disturbed area" of 417.05 acres located in the Iron Mountain Mining District, Iron County, Utah. No cure is required.

xxxiii. Utah Division of Lands & Forestry. Special Use Lease Agreement No. 897 dated January 1, 1992 and continuing until January 1, 2017

under which Geneva, as lessee, leases land next to Utah Lake upon which are wastewater retention ponds. No cure is required.

xxxiv. Westinghouse Electric Corp. ("Westinghouse"). Agreement dated January 6, 1995 between Westinghouse and Geneva under which Westinghouse agreed to install and bring to operational status the plasma torch system/metal melting facility at Geneva's ironmaking facilities. No cure is required.

b. Agreements listed in the Second Omnibus Assumption Motion:

i. Bedrero Price Co. ("Bedrero"). Agreement dated January 26, 1998 and continuing until January 25, 2005 under which Bedrero is to install and operate a pipe coating facility, as amended by the parties. Lease agreement dated January 27, 1998 and continuing until January 26, 2005 under which the Debtor is the landlord on property on which the pipe coating facility is constructed, as amended. No cure is required under the agreement or the lease.

ii. Caterpillar Financial Services Corp. ("Caterpillar"). Leases with utilization date of October 31, 1998 and continuing for thirty-six months under which Caterpillar leases Caterpillar track type tractors and other equipment to the Debtor. Cure amounts owing to Caterpillar total \$1,036.56.

iii. Finova Capital Corp. Lease dated December 30, 1994 and continuing until January 1, 2002 under which the Debtor leases certain equipment. Cure amounts owing under the lease to Finova total \$7,181.85.

iv. Fluor Daniel Inc. ("Fluor Daniel"). Computerized maintenance and work project management system agreement dated January 31, 1996 and continuing under which Geneva is granted rights to use Fluor Daniel's license to proprietary computer programs for the maintenance of facilities and plants. No cure is required.

v. Guard-Systems, Inc. ("Guard-Systems"). Strategic supplier alliance agreement dated July 1, 1997 and continuing until cancelled under which Guard-Systems provides plant production services. Guard-Systems has agreed to have its prepetition claim, as fixed by the Court by Order dated September 8, 2000, in the amount of \$50,167.23 treated as a general unsecured claim with no obligation for further cure.

vi. Hewlett Packard. Leases, all with three-year terms, dated November 1997, April, May, July, and October 1998 under which the Debtor leases SAP hardware and software, access license, and other computer equipment from Hewlett Packard. Cure amounts associated with these leases totals \$80,307.88.

vii. National Railway Equipment. Lease dated September 28, 1998 and continuing until September 27, 2001. No cure is required.

viii. Onyx Industrial Services, Inc., successor in interest to Waste Management Industrial Services ("Onyx"). Service agreement dated July 1, 1998 between the Debtor and Onyx for provision of certain vacuum truck and labor services required for the Debtor's daily operating and maintenance needs,

and continuing thereafter, as modified by the parties. Lease dated January 1, 1999 under which the Debtor, as lessor, leases office space to Onyx in the Foundry Building, as modified by the parties. Onyx has agreed to waive its prepetition claim (claim no. 913), which is related to the service agreement with no obligation for further cure.

ix. Oxbow Carbon & Minerals Inc. ("Oxbow"). Agreement, with amendments, with a term from February 19, 1996 until March 31, 2004, under which Oxbow is to sell and Geneva is to purchase specified amounts of high-volatile, metallurgical-grade coking coal for use in the coke batteries. No cure is required.

x. Radio Communication. Agreement with a term from April 1, 1998 until December 31, 2000 under which Radio Communication supplies radios and other communications equipment to the Debtor. No cure is required.

xi. Western Pipe Coaters and Engineers, Inc. Postpetition pipe coating facility agreement effective as of January 1, 2000 and continuing for two years thereafter which supersedes earlier agreements and postpetition lease agreement effective as of January 1, 2000 which supersedes an earlier lease agreement. No cure is required under the former agreement or lease.

c. Agreements listed in the Third Omnibus Assumption Motion:

i. Crest Steel Corporation ("Crest Steel"). Agreement dated July 25, 1997 between the Debtor and Crest Steel relating to inspection, processing, and sales. Crest Steel has agreed to have its prepetition claim (of

approximately \$34,500) treated as a general unsecured claim with no obligation for further cure.

ii. Nalco Chemical Company ("Nalco"). Agreement dated April 15, 1997 and continuing until April 14, 2002 between the Debtor and Nalco for the supply of water treatment chemicals and management for proper operation, as amended. Nalco has agreed to have its prepetition claim (of approximately \$150,000) treated as a general unsecured claim with no obligation for further cure.

iii. Solvay Minerals, Inc. ("Solvay"). Agreement dated January 1, 1997 between the Debtor and Solvay for the supply of soda ash, as amended. Solvay has agreed to have its prepetition claim (of approximately \$95,000) treated as a general unsecured claim and has waived its right to further cure other than such treatment of its claim.

iv. Southern Coil Processing, Inc. ("Southern Coil"). Agreement dated July 31, 1997 and continuing until July 31, 2007 between the Debtor and Southern Coil for coil processing. Southern Coil has agreed to have its prepetition claim (of approximately \$89,000) treated as a general unsecured claim with no obligation for further cure.

v. Southern Fabricators, Inc. ("Southern Fab") Agreement dated November 26, 2000 and continuing until October 1, 2006 between the Debtor and Southern Fab for coil processing. Southern Fab has agreed to have its

prepetition claim (of \$69,382.89) treated as a general unsecured claim with no obligation for further cure.

3. The Debtor's assumption of the Agreements, the anticipated financing structure and continuing operations, the cure of defaults, and, where applicable, the agreed-to cure constitutes cure of any existing defaults and adequate assurance of future performance under the Agreements.

4. The Debtor's compromise of claims with certain parties as set forth in the Omnibus Assumption Motions is approved.

DATED this ____ day of December, 2000.

BY THE COURT:

Honorable Glen E. Clark
Chief Judge, United States Bankruptcy Court

CERTIFICATE OF MAILING BY CLERK OF THE COURT

I hereby certify that I mailed a true and exact copy of the foregoing Order first class
mail, postage prepaid, this ____ day of December, 2000, to those listed on the attached pages:

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